

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:

TRENTON J. ROGERS  
and TANYA M. ROGERS,  
  
Debtors.

Chapter 13 Bankruptcy  
Case No. 19-00865

**RESPONSE, RESISTANCE, AND  
OBJECTION TO MOTION  
TO RECONSIDER**

COMES NOW Central State Bank (“Bank”), and hereby responds to, resists, and objects to the Debtors’ Motion to Reconsider (Dkt #87) (the “Motion”), and states as follows:

1. The Motion is captioned as a “Motion to Reconsider.” However, “[t]he Federal Rules of Civil Procedure do not recognize a ‘motion to reconsider.’” *In re Danzig*, 233 B.R. 85, 88 n.2 (B.A.P. 8th Cir. 1999); accord *In re Majors*, 2003 WL 22145730, at \*1 (Bankr. S.D. Iowa 2003) (noting that neither the Federal Rules of Civil Procedure nor the Federal Rules of Bankruptcy Procedure expressly provides for a ‘motion to reconsider’ except in the context of a Fed. R. Bankr. P. 3008 motion to reconsider the allowance or disallowance of a claim). When faced with such a motion, particularly when a party “did not specify under which rule” the party seeks to proceed, “the characterization of the motion is left to the court’s ‘somewhat uneducated guess.’” *Id.* (citing *Sanders v. Clemco Industries*, 862 F.2d 161, 168 (8th Cir.1988)). In that light, the only two possible Rules that may be applicable to the Debtors’ Motion are F.R.B.P.9023, incorporating Fed. R. Civ. P. (“F.R.C.P.”) 59, and F.R.B.P. 9024, incorporating F.R.C.P. 60.

2. As to F.R.B.P. 9023 (which incorporates F.R.C.P. 59), F.R.B.P. 9023 specifically provides that “[a] motion for a new trial or to alter or amend a judgment shall be

filed...no later than 14 days after entry of judgment.” The Debtors’ Motion was filed on March 6, 2020 but refers to an order entered by this Court on January 22, 2020. Because the applicable 14-day deadline expired on February 5, 2020 the Debtors’ Motion was filed after the F.R.B.P. 9023 deadline by which a motion seeking relief under that rule may be filed. As such, the Debtors’ Motion is untimely. To the extent the Debtors seek relief pursuant to F.R.B.P. 9023 and F.R.C.P. 59, the Motion should be summarily denied.

3. As to F.R.B.P. 9024 (which incorporates F.R.C.P. 60), the only possible and potentially applicable provision is Rule 60(b)(1), by which a party may seek relief because of “mistake, inadvertence, surprise, or excusable neglect.” The other provisions of Rule 60(b) are inapplicable because the Debtors’ Motion did not allege any “newly discovered evidence” or “fraud,” etc. within the meaning of Rule 60(b)(2)-(b)(6).

4. A Rule 60(b) motion must be filed “within a reasonable time.” *See* F.R.C.P. 60(c)(1). The Bank submits the Debtors’ Motion was not filed within a “reasonable time.” Specifically, after this Court entered its January 22, 2020 order, the Bank waited the requisite 14-day period (per F.R.B.P. 4001(a)(3)) before proceeding to the Iowa District Court in and for Johnson County, where the Bank reported to the state court that the automatic stay had been lifted. The state court then enrolled an order, noting the lifting of the §362 stay. A copy of the Bank’s motion and the state court’s order is attached hereto as **Exhibit A** and is by this reference incorporated herein as if set forth verbatim. Rather than seeking relief from this Court’s January 22, 2020 order or seeking relief from the state court’s order, the Debtor Tanya Rogers instead filed a new Chapter 13 Petition, #20-00283, circa March 2, 2020 (the “2020 Bankruptcy Case”). In the 2020 Bankruptcy Case the Debtor filed a Motion to Impose Stay, and scheduled a hearing to occur before this Court on March

6, 2020. The Bank responded by filing a Motion to Dismiss the 2020 Bankruptcy Case, and relying on established caselaw urged the filing of a new Chapter 13 case by the Debtor Tanya violated the automatic stay resulting from *this* Chapter 13 case. In response, the Debtor then voluntarily dismissed the 2020 Bankruptcy Case, before any hearing was held on March 6. Thereafter, the Debtors filed the Motion at issue. Given this procedural history, the Bank submits the Debtors did not act “within a reasonable time,” as required by Rule 60(b)(1) and (c)(1), and so therefore the Debtors’ Motion should be denied summarily.

5. Assuming the Debtors’ Motion is not denied summarily, the Debtors’ Motion should nonetheless be denied substantively. This is so because the Bank interprets the Debtors’ Motion not to allege that there was ever any settlement agreement or deal between and among the parties. Indeed, attached as **Exhibit B** is a sampling of various redacted e-mail traffic between counsel, evidencing the fact that no settlement agreement or deal has ever been reached and the parties needed to pursue litigation.

6. For example, the Counsel for the Bank stated “NO deal till ALL terms finalized and inked and if necessary court approval too.” *See* Exh. B, p. 4, October 16, 2019 email at 10:19 a.m. Also, within *one hour* of the filing of the Bank’s Motion to Lift Stay, Bank’s counsel notified the Debtors’ counsel that the Debtors must timely file an objection. *See* Exh. B, p.5, October 15, 2019 email at 3:37 p.m.

7. Viewed in the light most favorable to the Debtors, therefore, the Debtors are attempting to urge that somehow they or their counsel’s mistake somehow constituted excusable neglect. But the Eighth Circuit has consistently held counsel ignorance or carelessness is not generally cognizable under Rule 60(b)(1). *Cline v. Hogland*, 518 F.2d 776, 778 (8th Cir. 1975); *accord. Noal v. Bond Cold Storage*, 408 F.3d 1043, 1045 (8th Cir. 2005) (no

excusable neglect because attorney schedule was complicated after holiday weekend). Indeed, the Bank submits the Bank and its counsel clearly communicated to this Court and to the Debtors and their attorney that the Bank intended to prosecute and seek relief pursuant to the Bank's Motion to Lift Stay, as evidenced by the Bank's Status Report and Agenda filed on November 21, 2019 (Dkt #71), *i.e.* 5 days before the hearing held before this Court on November 26, 2019 (stating to the effect that the Debtors had failed to respond to the Bank's Motion to Lift Stay or the Bank's Motion to Dismiss, and that "the Bank urges this Court at the November 26 hearing to grant the relief requested in the Bank's Motions."). *See* Status Report and Agenda at p. 1. And yet the Debtors filed no response or resistance to the Bank's Motions.

8. While the Bank and the Debtors did report to this Court at the November 26, 2019 hearing that the parties will nonetheless continue to negotiate, as the Debtors conceded eventually the parties were "unable to reach a settlement." *See* Motion at p. 2.

9. This Court's January 22, 2020 order was prepared by the Bank's counsel. The Order was tendered to the Clerk for processing on January 18, 2020, and a copy of the e-mail was sent to the Debtors' counsel and legal assistant. *See* Exhibit B, p.10. This January 18, 2020 e-mail was issued after the Bank's counsel notified the Debtors via counsel in a January 15, 2020, 6:06 p.m. e-mail that the parties are at an impasse. *See id.*, p.9. Despite these e-mail communications, the Debtors and their counsel still did nothing by way of filing any resistance to the Bank's Motion to Lift Stay. And indeed this Court did not approve the order tendered by Bank's counsel on January 18 until January 22. At a minimum, the Debtors had 3 days to report or advise the Court that the Debtors intended to resist before the entry of the order on January 22, 2020. But the Debtors simply did nothing.

10. To the extent, if at all, that the Motion presents any viable argument, the Motion is not supported by any affidavit. The Motion therefore lacks evidentiary support.

11. Given the totality of the circumstances, the Bank submits the Motion is procedurally and substantively defective, and should be denied.

12. Additionally, with respect to the so-called “Small Note,” the Debtors have not paid the Bank since prior to January 2018, and with respect to the “Large Note,” the Debtors last made a payment to the Bank on September 2018. By the time hearing is held before this Court in the Debtors’ Motion, therefore, the Debtors would have not paid the Bank anything for at least 17 months with respect to the “Large Note” and at least 26 months with respect to the “Small Note.” *See e.g.* Amended Proof of Claim 11, Supplement (October 1, 2019) *and* Amended Proof of Claim 12, Supplement (October 1, 2019).

Additionally, the Debtors, in blatant violation of 11 U.S.C. §1126(a), made exactly only one Plan payment to the Chapter 13 Trustee, circa July/August 2019, even though this case has been pending since June 2019. And indeed the Debtors to this date have filed no response to the Bank’s Motion to Dismiss/Convert or the Bank’s Summary Judgment Motions that urged the Debtor’s plan based on a balloon payment could not be confirmed. *See, e.g., In re Fuelling*, 601 B.R. 665, 675 (Bankr. N.D. Iowa 2019) (debtors’ plan could not be confirmed absent proof of circumstances likely to “produce a bucket of cash at just the right time to make the balloon payment.”) Any further attempt to block the Bank’s attempt to foreclose would only unfairly reward the Debtors for their delays and delinquencies.

13. Last but not least, the Bank submits the Bank’s §362 Motion, which led to this Court’s January 22, 2020 order, must be treated differently and specially than any other generic motion. This is so because §362(e)(2) provides the stay “shall terminate on a day

that is 60 days after a request is made by a party in interest,” with exceptions that are inapplicable to the situation at bar. The Bank’s Motion to Lift Stay was filed on October 15, 2019 (Dkt #54). By operation of §362(e), the stay would have terminated in any event in mid-December 2019. The fact that the Bank waited until mid-January 2020 to finally seek entry of an order and the fact that the order was eventually rendered on January 22, 2020 afforded the Debtors approximately 30 more days than the 60-period otherwise allowed in §362(e). Given the fact that the Bank’s Motion is a §362 request, and given the hearing and order rendition timeline established by §362, the Bank submits the Debtors have been given more than ample opportunity. No additional relief should be afforded the Debtors.

WHEREFORE, the Bank respectfully prays this Court enter an order denying the Debtors’ Motion to Reconsider, and for such other relief as may be just and proper under the premises.

/s/ Eric W. Lam  
Eric W. Lam, AT0004416  
SIMMONS PERRINE MOYER BERGMAN PLC  
115 Third Street SE, Suite 1200  
Cedar Rapids, IA 52401  
Tel: 319-366-7641; Fax: 319-366-1917  
[elam@simmonsperrine.com](mailto:elam@simmonsperrine.com)  
ATTORNEY FOR CENTRAL STATE BANK

**Certificate of Service**

The undersigned hereby certifies, under penalty of perjury, that a copy of the instrument to which this certificate is attached was mailed via the United States mail with postage fully paid on the 12 day of March, 2020, to the parties displayed on the Service List below.

Kelly Carnichael

Derek Hong  
Attorney at Law  
Hong Law PLC  
425 Second St. SE, Suite 950  
Cedar Rapids, IA 52401

Carol F. Dunbar  
Chapter 13 Trustee  
531 Commercial St., Suite 500  
Waterloo, IA 50701

Client, SBL, EJJ, CKL, EWL

CSB Rogers/Pldgs/BA 19-00865 Drafts/Obj to Mtn to Reconsider.031220.0957.ewl



IOWA DISTRICT COURT FOR JOHNSON COUNTY

CENTRAL STATE BANK,  Plaintiff,  vs.  TRENT J. ROGERS and TANYA M. ROGERS,  Defendants.	Equity No. EQCV080705  <b>PLAINTIFF'S MOTION TO TERMINATE STAY</b>
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COMES NOW, Plaintiff and in support of its Motion, states to the Court as follows:

1. On June 27, 2019, the Court entered an Order to Stay due to the Defendants' filing of a Ch. 13 petition with the U.S. Bankruptcy Court for the Northern District of Iowa.

2. On January 22, 2020, the United States Bankruptcy Court for the Northern District of Iowa entered an Order granting the Motion to Lift Automatic Stay in the Defendants' Chapter 13 bankruptcy action. See *Exhibit A* attached hereto.

WHEREFORE, Plaintiff respectfully requests this Court enter an Order allowing it to proceed in light of the Automatic Stay being lifted, and for such other and further relief as is just in premises.

SIMMONS PERRINE MOYER BERGMAN PLC

/s/ Christopher K. Loftus  
Christopher K. Loftus, AT0008901  
115 Third Street SE, Suite 1200  
Cedar Rapids, IA 52401  
Tel: 319/366-7641; Fax: 319/366-1917  
Email: cloftus@spmbllaw.com  
ATTORNEY FOR MIDWESTONE BANK





**CERTIFICATE OF SERVICE**

The undersigned hereby certifies, under penalty of perjury, that the instrument to which this certificate is attached was mailed via the United States mail with postage fully paid on the 13<sup>th</sup> day of February, 2020, to the parties displayed on the Service List below.

Derek Hong  
Hong Law, P.L.C.  
425 Second Street SE, Suite 950  
Cedar Rapids, IA 52401

**Served via CM/ECF:**

Steven G. Klesner  
Johnston, Stannard, Klesner, Burbidge & Fitzgerald, P.L.C.  
P.O. Box 3400  
Iowa City, IA 52244

/s/ Falon Erbe

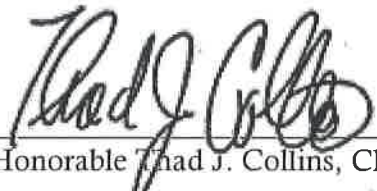
IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:  TRENTON J. ROGERS and TANYA M. ROGERS,  Debtors.	Chapter 13 Bankruptcy Case No. 19-00865  <b>ORDER</b>
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The matter before the Court is a Motion to Lift Stay filed by Central State Bank on October 15, 2019 (Dkt #54). The objection bar date has passed. No objection has been filed. It is therefore ORDERED the relief requested in the Motion is granted, and the stay is lifted as requested in the Motion.

Dated and entered:

January 22, 2020

  
\_\_\_\_\_  
Honorable Thad J. Collins, Chief Judge

Order prepared by  
Eric W. Lam AT0004416  
Attorney for Movant

CSB.Rogers.Pleadings.Draft.M2LS.Order.011820.1828.ewl

EXHIBIT A

IOWA DISTRICT COURT FOR JOHNSON COUNTY

CENTRAL STATE BANK,  Plaintiff,  vs.  TRENT J. ROGERS and TANYA M. ROGERS,  Defendants.	Equity No. EQCV080705  <b>ORDER LIFTING STAY</b>
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The Plaintiff's Motion to Terminate Stay comes before this Court. The Court upon reviewing the Plaintiff's Motion and the U.S Bankruptcy Court's Order related to the Defendants Trent J. Rogers and Tanya M. Rogers, FINDS that the stay should be lifted in this matter.

IT IS THEREFORE ORDERED that the stay in this action which was entered by this Court on or about June 27, 2019 is hereby lifted and the Plaintiff may pursue its claim.



State of Iowa Courts

**Type:** ORDER TO LIFT STAY

**Case Number** **Case Title**  
EQCV080705 CENTRAL STATE BANK V. TRENT AND TANYA ROGERS

So Ordered

A handwritten signature in cursive script that reads "Lars G. Anderson". The signature is written in dark ink and is positioned above a horizontal line.

Lars Anderson, District Court Judge,  
Sixth Judicial District of Iowa

**From:** Eric Lam [mailto:elam@simmonsperrine.com]  
**Sent:** Tuesday, September 3, 2019 2:51 PM  
**To:** Derek Hong (Derek@honglaw.com) <Derek@honglaw.com>  
**Cc:** Amy Zimmermann (amy@honglaw.com) <amy@honglaw.com>; cfdunbar@cfu.net; 'Carol Dunbar' <cdunbar@cfu.net>  
**Subject:** T Rogers Ch 13

Hi Derek, thanks for meeting with me and Abbe today. We await your clients' response, on various issues such as



Anyway, ball is in your court. Let us know status please, and I will commit to responding soonest and promptly

Also, we will likely hear from the Clerk soon. I will tell her one way or the other I will make myself available for any in court evidentiary hearing .

Thank you

**From:** Eric Lam [mailto:[elam@simmonsperrine.com](mailto:elam@simmonsperrine.com)]  
**Sent:** Monday, September 9, 2019 11:26 AM  
**To:** Derek Hong ([Derek@honglaw.com](mailto:Derek@honglaw.com)) <[Derek@honglaw.com](mailto:Derek@honglaw.com)>  
**Subject:** T Rogers FRE 408

Hi Derek, just an email to try to follow up on potential settlement discussions. Time flies. Final hearing will soon be upon us. So, IF there were any settlement momentum, we should try to capitalize on the opportunity. Ball is in your court. Let us know status please

Thank you



SIMMONS PERRINE  
MOYER BERGMAN PLC

Eric Lam  
Member

Simmons Perrine Moyer Bergman PLC  
115 3rd Street SE, Suite 1200  
Cedar Rapids, Iowa 52401-1266  
Telephone: (319) 896-4018  
Fax: (319) 366-1917  
[Email](#) | [Bio](#)

[www.spmbllaw.com](http://www.spmbllaw.com)

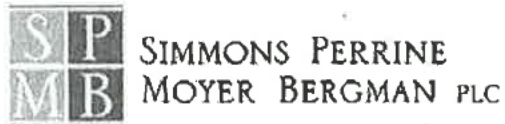
Please notify me if you receive this confidential email in error.

**From:** Eric Lam [mailto:elam@simmonsperrine.com]  
**Sent:** Thursday, September 19, 2019 6:51 AM  
**To:** Derek Hong (Derek@honglaw.com) <Derek@honglaw.com>  
**Cc:** Amy Zimmermann (amy@honglaw.com) <amy@honglaw.com>; cfdunbar@cfu.net; 'Carol Dunbar' <cdunbar@cfu.net>  
**Subject:** T Rogers Ch 13

Derek, just another note to follow up. If there is any settlement scenario that might be palatable to both sides, we need to work on it sooner rather than later, particularly in light of the upcoming hearing, as well as the insurance premium due date AND the real estate tax payment due date

Ball is in your court

Thank you



Eric Lam  
Member

Simmons Perrine Moyer Bergman PLC  
115 3rd Street SE, Suite 1200  
Cedar Rapids, Iowa 52401-1266  
Telephone: (319) 896-4018  
Fax: (319) 366-1917  
[Email](#) | [Bio](#)

[www.spmblaw.com](http://www.spmblaw.com)

Please notify me if you receive this confidential email in error.



From: Eric Lam [mailto:elam@simmonsperrine.com]  
Sent: Wednesday, October 16, 2019 10:19 AM  
To: 'Derek Hong' <derek@honglaw.com>  
Cc: Amy Zimmermann <amy@honglaw.com>  
Subject: RE: CSB v. Rogers: Proposed terms of settlement/FRE 408/NOT Admissible

D, (without waiving any argument, etc etc etc, and SOLELY for purposes of continuing settlement discussions e.g NO deal till ALL terms finalized and inked and if necessary court approval too) see APP CAPS BELOW, plz

tkc

**Eric Lam**

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**From:** Eric Lam <elam@simmonsperine.com>  
**Sent:** Tuesday, October 15, 2019 3:37 PM  
**To:** Derek Hong (Derek@honglaw.com); Amy Zimmermann (amy@honglaw.com)  
**Cc:** 'Carol Dunbar'; cfdunbar@cfu.net  
**Subject:** FW: 19-00865 Motion for Relief From Stay (Fee)

Derek and Amy, as you know per local rule your side must timely file a response 7 days before any hearing on this motion

FYI

tk

**From:** cmecf@ianb.uscourts.gov [mailto:cmecf@ianb.uscourts.gov]  
**Sent:** Tuesday, October 15, 2019 2:40 PM  
**To:** courtmail@ianb.uscourts.gov  
**Subject:** 19-00865 Motion for Relief From Stay (Fee)

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**United States Bankruptcy Court**

**Northern District of Iowa**

**Notice of Electronic Filing**

The following transaction was received from Eric W. Lam entered on 10/15/2019 at 2:39 PM CDT and filed on 10/15/2019

**Case Name:** Trenton J. Rogers and Tanya M. Rogers  
**Case Number:** 19-00865  
**Document Number:** 54

**Docket Text:**

Motion for Relief from Stay . Fee Amount \$181. Filed by Central State Bank (Lam, Eric)

The following document(s) are associated with this transaction:

**Document description:**Main Document

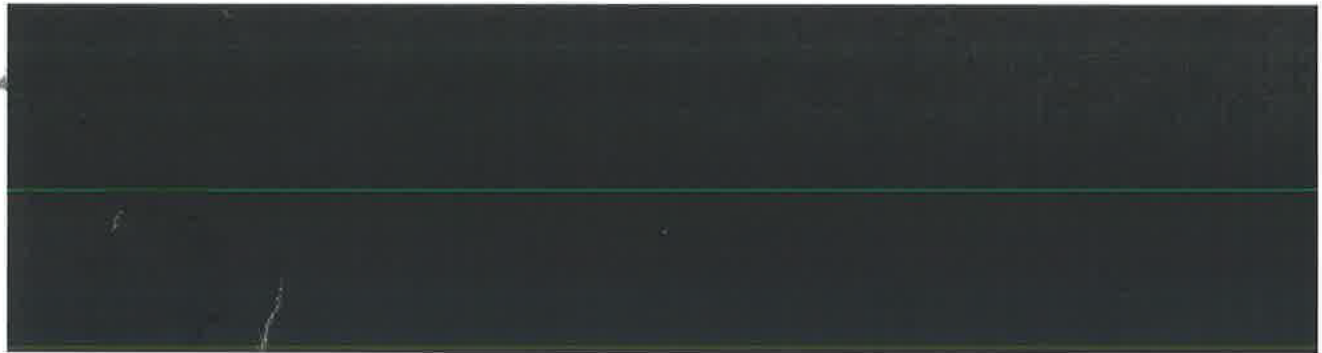
**Original filename:**M2LS - CSB Rogers.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=993675052 [Date=10/15/2019] [FileNumber=3973251-0

**From:** Eric Lam [mailto:[elam@simmonsperrine.com](mailto:elam@simmonsperrine.com)]  
**Sent:** Tuesday, December 3, 2019 5:11 PM  
**To:** 'Derek Hong' <[derek@honglaw.com](mailto:derek@honglaw.com)>  
**Cc:** Amy Zimmermann <[amy@honglaw.com](mailto:amy@honglaw.com)>  
**Subject:** RE: DRAFT response to bank's offer FRE 408 Inadmissible

Hi Derek, WITHOUT conceding anything or waiving anything, I concur "whatever deal or pseudo-deal was agreed or not agreed up back then is no longer an issue. We need to discuss the new deal on the table."



If you have any idea, do share it for me and the Bank to CONSIDER, plz

Thank you

**From:** Derek Hong [mailto:[derek@honglaw.com](mailto:derek@honglaw.com)]  
**Sent:** Tuesday, December 03, 2019 4:35 PM  
**To:** Eric Lam  
**Cc:** Amy Zimmermann  
**Subject:** RE: DRAFT response to bank's offer FRE 408 Inadmissible

Eric,



[REDACTED]

In any event, whatever deal or pseudo-deal was agreed or not agreed up back then is no longer an issue. We need to discuss the new deal on the table.

[REDACTED]

**Kelly Carmichael**

---

**From:** Derek Hong <derek@honglaw.com>  
**Sent:** Thursday, December 19, 2019 2:35 PM  
**To:** Eric Lam  
**Cc:** Abbe Stensland (abbe.stensland@centralstate.bank) (abbe.stensland@centralstate.bank)  
**Subject:** RE: Rogers FRE 408

[REDACTED]

[REDACTED]

---

**From:** Eric Lam [mailto:elam@simmonsperrine.com]  
**Sent:** Thursday, December 19, 2019 2:24 PM  
**To:** Derek Hong <derek@honglaw.com>  
**Cc:** Abbe Stensland (abbe.stensland@centralstate.bank) (abbe.stensland@centralstate.bank)  
<abbe.stensland@centralstate.bank>  
**Subject:** RE: Rogers FRE 408

I understand your posture

I will HOLD and file nothing with the Clerk today (and hope they don't call me and ask "what's going on?")

[REDACTED]

---

**From:** Derek Hong [mailto:derek@honglaw.com]  
**Sent:** Thursday, December 19, 2019 2:16 PM  
**To:** Eric Lam  
**Subject:** RE: Rogers FRE 408

Eric,

I removed Carol from the thread as she does not need to participate in our negotiations.

We do not (as of yet) have a deal, but I am still hopeful that we can work something out. [REDACTED]

[REDACTED]

[REDACTED]

**Eric Lam**

---

**From:** Eric Lam  
**Sent:** Wednesday, January 15, 2020 6:06 PM  
**To:** 'Derek Hong'  
**Cc:** Amy Zimmermann; Abbe Stensland (abbe.stensland@centralstate.bank)  
(abbe.stensland@centralstate.bank)  
**Subject:** RE: CSB v. Rogers Settlement FRE 408

Hi Derek and Amy, I have conferred with Bank personnel. [REDACTED]

I am sure your clients and the Bank appreciate your and my efforts at reaching a deal, but we might be at an impasse. If so, we will just have to take our chances with the judicial systems

Thank you

---

**From:** Derek Hong [mailto:derek@honglaw.com]  
**Sent:** Wednesday, January 15, 2020 12:19 PM  
**To:** Eric Lam  
**Cc:** Amy Zimmermann  
**Subject:** RE: CSB v. Rogers Settlement

Eric,

I have spoken with my client about your latest counter offer. They reject that offer.

[REDACTED]

[REDACTED]

Following is their updated offer:

[REDACTED]

**Eric Lam**

---

**From:** Eric Lam  
**Sent:** Saturday, January 18, 2020 6:37 PM  
**To:** 'crsched@ianb.uscourts.gov'; danielle\_cripe@ianb.uscourts.gov;  
'Gail\_M\_Jones@ianb.uscourts.gov'  
**Cc:** Derek Hong (Derek@honglaw.com); Amy Zimmermann (amy@honglaw.com);  
'cdunbar@iowachapter13.com'  
**Subject:** Rogers Ch 13/Case # 19 865  
**Attachments:** 4881120\_1.pdf

Hi Clerks, Danielle, and Gail, on behalf of my client Central State Bank, I had filed a Motion to Lift Stay in mid October 2019. No one has filed any objection, and the objection bar date has long passed. I recall Judge Collins had mentioned in open court in November that he might be ready to rule on the Motion. To that end, and in light of the absence of any objection from anyone, I append an Order for the Court's consideration

Thank you



**SIMMONS PERRINE  
MOYER BERGMAN PLC**

Eric Lam  
Member

Simmons Perrine Moyer Bergman PLC  
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